

Gary A. Nye, Esq. (Cal. Bar No. 126104)
David R. Ginsburg, Esq. (Cal. Bar No. 210900)
ROXBOROUGH, POMERANCE, NYE & ADREANI, LLP
5820 Canoga Avenue, Suite 250
Woodland Hills, California 91367
Telephone: (818) 992-9999
Facsimile: (818) 992-9991
Email: gan@rpnalaw.com, drg@rpnalaw.com

Attorneys for Plaintiff
GONZALES & GONZALES BONDS AND
INSURANCE AGENCY, INC.

MELINDA HAAG (CSBN 132612)
United States Attorney
ALEX G. TSE (CSBN 152348)
Chief, Civil Division
ANN MARIE REDING (CSBN 226864)
Assistant United States Attorney

450 Golden Gate Avenue, Box 36055
San Francisco, California 94102-3495
Telephone: (415) 436-6813
FAX: (415) 436-6748
annie.reding@usdoj.gov

Attorneys for Defendant

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

GONZALES & GONZALES BONDS AND
INSURANCE AGENCY, INC.,

Plaintiff,

vs.

UNITED STATES DEPARTMENT OF
HOMELAND SECURITY,

Defendant.

Case No. CV 11-02267 DMR (LB)

**STIPULATION AND [REDACTED] ORDER
RE SETTLEMENT OF ATTORNEYS' FEES
AND COSTS**

[REDACTED] ORDER

1 Defendant United States Department of Homeland Security and Plaintiff Gonzales &
2 Gonzales Bonds and Insurance Agency, Inc., by and through their respective counsel, hereby
3 enter into this Stipulation and [Proposed] Order Re Settlement of Attorneys' Fees and Costs (the
4 "Stipulation") as follows:

5 1. Defendant shall pay to Plaintiff the amount of one hundred thousand U.S. dollars
6 and zero cents (\$100,000.00) in full and complete satisfaction of Plaintiff's claims for attorneys'
7 fees, costs, and litigation expenses (and any interest accrued thereon) under the Freedom of
8 Information Act ("FOIA") which Plaintiff incurred in the above-captioned matter through the date
9 of this Stipulation. This payment shall constitute full and final satisfaction of any and all of
10 Plaintiff's claims for attorneys' fees, costs, and litigation expenses in the above-captioned matter,
11 and is inclusive of any interest, with the exception of any subsequent litigation pursued under the
12 same case number and/or with the same judge as described in Paragraph 3 below. Payment of
13 this money will be made by electronic funds transfer, and Plaintiff's counsel will provide the
14 necessary information to Defendant's counsel to effectuate the transfer. Defendant will make
15 payment within sixty (60) days of the date that this Stipulation is approved by the Court, and will
16 endeavor to make payment within thirty (30) days of that date.

17 2. Upon the execution of this Stipulation, Plaintiff hereby releases and forever
18 discharges Defendant, its successors, the United States of America, and any department, agency,
19 or establishment of the United States, and any officers, employees, agents, successors, or assigns
20 of such department, agency, or establishment, from any and all claims for attorneys' fees, costs,
21 and litigation expenses (and any interest accrued thereon) under the FOIA which Plaintiff
22 incurred in the above-captioned matter through the date of this Stipulation.

23 3. The parties understand and agree that Plaintiff may pursue, and is not releasing,
24 any claims for attorneys' fees, costs, and litigation expenses (and any interest accrued thereon)
25 related to litigation that may arise after the date of this Stipulation, including, but not limited to,
26 Defendant's processing of Plaintiff's FOIA requests pursuant to the Court's December 21, 2012
27 order in this case, regardless of whether such litigation is pursued under the same case number
28 and/or with the same judge. The December 21, 2012 Court order remains in full force and effect.

1 4. This Stipulation shall not be construed as having any effect on the appeal of the
2 Court's December 21, 2012 decision in this case, which is currently pending before the Ninth
3 Circuit Court of Appeals (Case No. 13-15415). The parties understand and agree that Plaintiff
4 may pursue, and is not releasing, any claims for attorneys' fees, costs, and litigation expenses
5 (and any interest accrued thereon) related to the pending appeal.

6 5. The parties acknowledge that this Stipulation is entered into solely for the purpose
7 of settling and compromising Plaintiff's claim for attorneys' fees and costs in this action without
8 further litigation, and it shall not be construed as evidence or as an admission on the part of
9 Defendant, the United States, its agents, servants, or employees regarding any issue of law or fact,
10 or regarding the truth or validity of any allegation or claim raised in this action, or as evidence or
11 as an admission by the Defendant regarding Plaintiff's entitlement to attorneys' fees or other
12 litigation costs under FOIA. This Stipulation shall not be used in any manner to establish liability
13 for fees, amounts, or hourly rates in any other case or proceeding involving Defendant.

14 6. This Stipulation is binding upon and inures to the benefit of the parties hereto and
15 their respective successors and assigns.

16 7. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable,
17 the validity, legality, and enforceability of the remaining provisions shall not in any way be
18 affected or impaired thereby.

19 8. This Stipulation shall constitute the entire agreement between the parties, and it is
20 expressly understood and agreed that this Stipulation has been freely and voluntarily entered into
21 by the parties hereto. The parties further acknowledge that no warranties or representations have
22 been made on any subject other than as set forth in this Stipulation.

23 9. The persons signing this Stipulation warrant and represent that they possess full
24 authority to bind the persons on whose behalf they are signing to the terms of the Stipulation.

25 10. This Stipulation may not be altered, modified or otherwise changed in any respect
26 except in writing, duly executed by all of the parties or their authorized representatives.

27 11. This Stipulation may be executed in counterparts and is effective on the date by
28 which both parties' counsel have executed the Stipulation.

1
2
3 SO STIPULATED AND AGREED.
4

5 Dated: July 29, 2013

Respectfully submitted,
ROXBOROUGH, POMERANCE, NYE & ADREANI, LLP

6 /s/ David R. Ginsburg
7 GARY A. NYE
8 DAVID R. GINSBURG
9 Attorneys for Plaintiff GONZALES & GONZALES
10 BONDS AND INSURANCE AGENCY, INC.

11 DATED: July 29, 2013

Respectfully submitted,
MELINDA HAAG
United States Attorney

13 /s/ Ann Marie Reding
14 ANN MARIE REDING
15 Assistant United States Attorney
16 Attorneys for Defendant

17 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

18
19 Dated: _July 31, 2013_____



DONNA M. RYU
United States Magistrate Judge